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INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

MISSOURI PACIFIC RAILROAD EQUIPMENT TRUST, SERIES LL
Equipment Trust Agreement Consisting of Agreement
and Lease of Railroad Equipment, dated February 1, 1974
(Original I.C.C. Rec. No. 7329)

THIS SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT, dated as of March 9, 1976, between CHEMICAL BANK, a New York corporation, Trustee (hereinafter called the Trustee), and MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation (hereinafter called the Railroad):

WHEREAS, the Equipment Trust Agreement identified in the caption hereof, originally entered into between the Parties hereto, or their predecessors, as of the date specified in the caption hereof, is now in effect between the Trustee and the Railroad, and provides for the leasing by the Trustee to the Railroad of certain Trust Equipment as defined and on the terms set forth in said Equipment Trust Agreement; and

WHEREAS, there is now on deposit with the Trustee representing the Fair Value (determined as provided in the Equipment Trust Agreement) of Trust Equipment heretofore destroyed or sold and released; and

WHEREAS, the Railroad desires to replace said Trust Equipment so destroyed or sold and released with new standard-gauge railroad Equipment of substantially as good material and construction and of value (determined as provided in the Equipment Trust Agreement) at least equal to the Fair

Value of the Trust Equipment so destroyed or sold and released, and has requested and herewith requests the Trustee to apply the amount so deposited and any other available Deposited Cash or Replacement Funds (to the extent necessary) to or toward the purchase of replacement Trust Equipment as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and pursuant to the terms of the Lease, the parties agree:

1. The Trust Equipment as defined and described in the Lease included in said Equipment Trust shall include the following new standard-gauge railroad Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Est. Cost and Fair Value</u>
1	Caboose, numbered MP 13711	\$44,627
1	100-Ton Flat Car , numbered MP 819791	\$30,985

which railroad Equipment shall hereafter constitute and be a part of the Trust Equipment of the Equipment Trust referred to herein, as fully and completely as though it had been part of the original Trust Equipment and subject to all the terms and conditions of said Equipment Trust.

2. This Supplemental Lease is subject to all the terms, covenants, provisions and conditions of the Equipment Trust referred to in the caption hereof, and shall be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the Trustee and the Railroad have caused

their names to be signed hereto by their respective officers thereunto
duly authorized and their respective corporate seals to be hereto affixed,
duly attested, as of the day and year first above written.

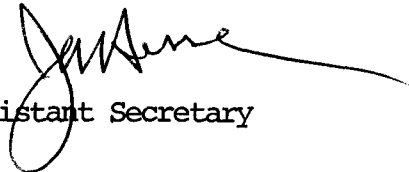
ATTEST:


Assistant Secretary


CHEMICAL BANK

By 
~~Corporate~~ Trust Officer

ATTEST:



Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY


By
Vice President

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 25th day of March, 1976, before me personally appeared F. J. FARRELL, to me personally known, who, being by me duly sworn, says that he is a Corporate Trust Officer of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

KENNETH GAGLIONE
Notary Public, State of New York
No. 65403178
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1977

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 9th day of March, 1976, before me personally appeared M. M. Hennelly, to me personally known, who, being by me duly sworn, says that he is a Vice President of MISSOURI PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission expires September 28, 1978.

R. C. MASON, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission Expires September 28, 1978
This act performed in the City of St.
Louis, which adjoins the County of
St. Louis in which I was commissioned.
ed.